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Prepared by and mail after recording to:

8/33

FortWorth#301590.doc

Thomas E. Schoenheit, Esquire  
Family Dollar Stores, Inc.  
Post Office Box 1017  
Charlotte, NC 28201-1017  
Phone: (704) 847-6961

STATE OF TEXAS

SHORT FORM LEASE

COUNTY OF TARRANT

THIS LEASE AGREEMENT ("Lease") is made and entered into this 9th day of February, 2009, by and between HICKSVILLE PROPERTIES, INC. d/b/a U.S. REALTY GROUP, INC., a New York corporation ("Landlord"), and FAMILY DOLLAR STORES OF TEXAS, LLC, a Texas limited liability company ("Tenant")

WITNESSETH

In consideration of the covenants set forth in this Lease, to all of which Landlord and Tenant agree, Landlord demises to Tenant, and Tenant leases from Landlord, that certain premises situated in the Landlord's Shopping Center located on the northwestern corner of the intersection of East Lancaster Avenue and Grandview Drive, in the City of Fort Worth, County of Tarrant, State of Texas, and being that space including the roof and exterior walls that contains approximately 11,300 (100' x 110' plus 30' x 10' irregular) square feet (the "Demised Premises"). The Demised Premises are shown cross-hatched on Exhibit A - Site Plan. For the purpose of this Lease, the Shopping Center will be defined as that portion of Exhibit A - Site Plan owned by Landlord. As of the date of this Lease, Landlord owns everything shown on Exhibit A - Site Plan except as specifically noted on Exhibit A - Site Plan. Tenant and its employees and invitees are also granted the non-exclusive right to use the parking, service and access areas shown on Exhibit A - Site Plan.

Tenant will have and hold the Demised Premises for an initial term ending on the 30th day of June, 2014, upon the rents, terms, covenants and conditions contained in a certain Lease Agreement between the parties and bearing even date herewith (the "Lease"), which Lease is incorporated herein by reference. The Lease will be automatically extended, in accordance with the terms of the Lease, one period at a time, for three (3) successive periods of five (5) years each unless Tenant cancels the Lease. The Tenant has been and is hereby granted, in accordance with the terms of the Lease, certain exclusive use rights with respect to its business in the Shopping Center.



Furthermore, the Landlord has agreed and does hereby agree, in accordance with the terms of the Lease, that Landlord will not build any buildings in the No Build Area shown on Exhibit A - Site Plan, that all of said No Build Area shall remain as paved, marked and lighted parking area for the duration of this Lease; that all areas shown on Exhibit A - Site Plan as paved and lighted service or access areas will always be devoted to such indicated uses, and that the Lease contains certain restrictions with respect to certain non-retail, parking-intensive uses.

Landlord's Address:

HICKSVILLE PROPERTIES, INC.  
d/b/a U.S. REALTY GROUP, INC.  
Post Office Box 83  
Glen Rock, NJ 07452

Tenant's Address:

FAMILY DOLLAR STORES OF TEXAS, LLC  
P. O. Box 1017  
Charlotte, NC 28201-1017  
Attn: Lease Administration Department

ATTEST:

  
Print Name: RONALD W. ROGERS  
Title: Secretary

LANDLORD

HICKSVILLE PROPERTIES, INC. d/b/a U.S. REALTY GROUP, INC.

By:

  
Name: PETER V. ROGERS  
Title: VICE PRESIDENT

ATTEST:

  
Thomas E. Schoenheit  
Assistant Secretary

TENANT

FAMILY DOLLAR STORES OF TEXAS, LLC  
By: Family Dollar Holdings, Inc.  
Its Managing Member

By:

  
Thomas M. Nash  
Senior Vice President  
Real Estate Development



STATE OF Illinois

COUNTY OF Lake

NOTARY

I, Sitha Bouy, a Notary Public in and for the aforesaid State and County, do hereby certify that Peter V Rogers personally appeared before me this day and that by the authority duly given and on behalf of HICKSVILLE PROPERTIES, INC. d/b/a U.S. REALTY GROUP, INC., the foregoing instrument was signed and executed by him for the purposes therein expressed.

WITNESS my hand and notarial seal this the 18<sup>th</sup> day of February, 2009.

My Commission Expires:  
09/01/09



Sitha Bouy  
Printed Name: Sitha Bouy

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

NOTARY

I, Darnell A. Stallings a Notary Public in and for the aforesaid State and County, do hereby certify that THOMAS M. NASH and THOMAS E. SCHOENHEIT, Senior Vice President-Real Estate Development and Assistant Secretary, respectively, of FAMILY DOLLAR HOLDINGS, INC., personally appeared before me this day and that by the authority duly given and as the act of the corporation, as Managing Member of FAMILY DOLLAR STORES OF TEXAS, LLC, the foregoing instrument was signed and executed by them for the purposes therein expressed.

WITNESS my hand and notarial seal this the 9th day of February, 2009.

Darnell A. Stallings  
Darnell A. Stallings  
Notary Public

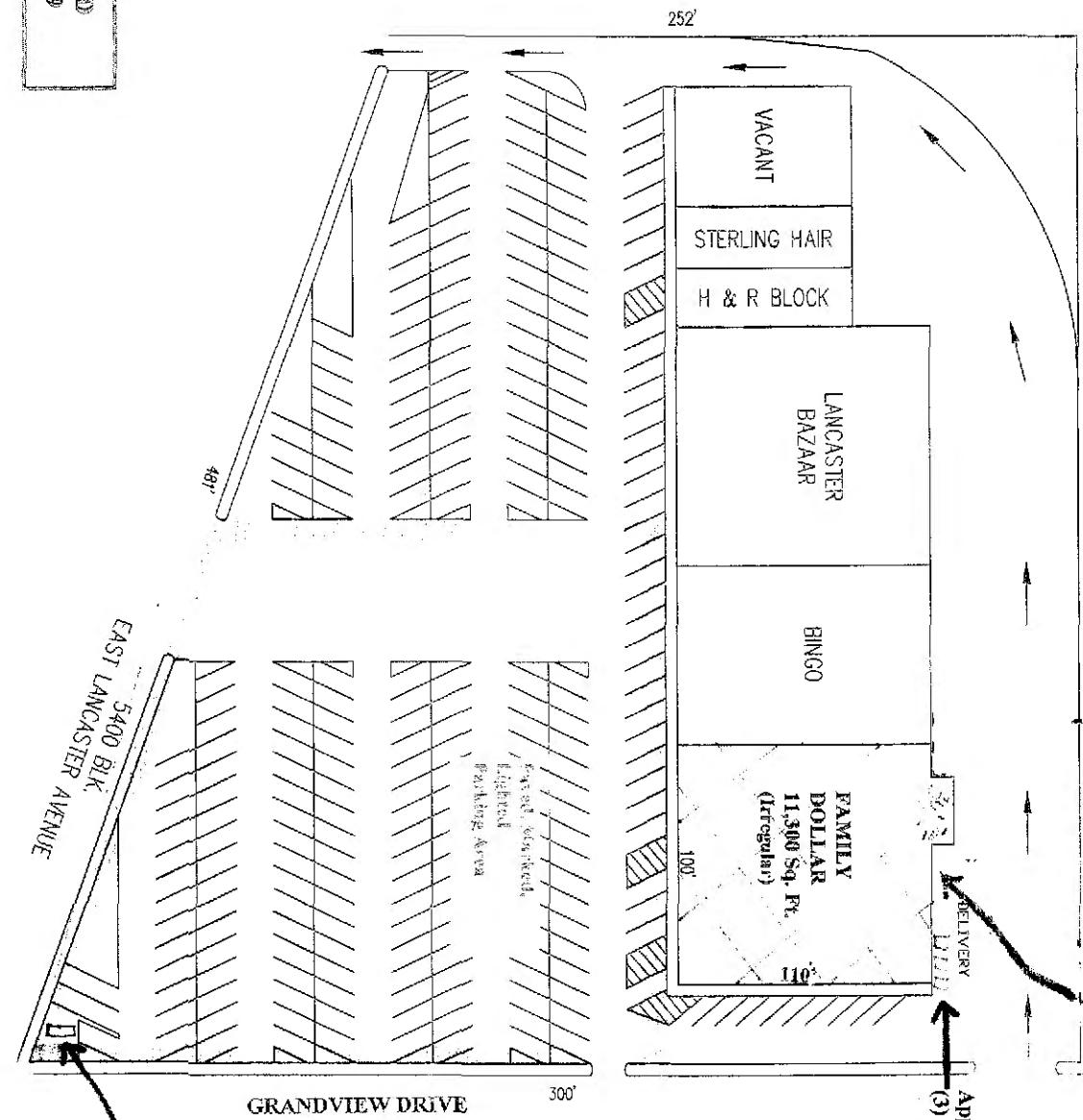
My Commission Expires: 08/08/2009



SITE PLAN #301590

Gravel, Paved Service  
& Vac. Area

Approximate location of  
(3) Family Dollar Dumpsters



Family Dollar Sign  
on Shopping Center Pylon

Exhibit A-Site Plan  
Short Form Lease Dated: 2-9-09  
Project #301590  
Location: Ft. Worth, TX

Landlord: PVR Tenant: ACW

**Legal Description of Shopping Center:**

**Tarrant County**

**Fort Worth, Texas**

**Forty Oaks Addition**

**Block B**

**Lot 3**

**Parcel Address of Shopping Center:**

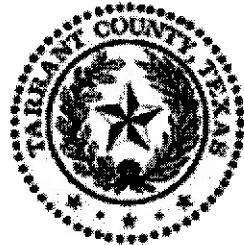
**5405 – 5425 East Lancaster Avenue**

**Fort Worth, Texas 76112**

**Street Address of Demised Premises:**

**5425 East Lancaster Avenue**

**Fort Worth, Texas 76112**



THOMAS E SCHOENHEIT ESQ  
PO BOX 1017

CHARLOTTE NC 28201

Submitter: FAMILY DOLLAR

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 08/17/2009 01:37 PM

Instrument #: D209219673

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\$32.00

By: \_\_\_\_\_



**D209219673**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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